

1 UNITED STATES DISTRICT COURT

2 DISTRICT OF MASSACHUSETTS

3 No. 12-md-02409-WGY

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6 In Re: NEXIUM (ESOMEPRAZOLE)
7 ANTITRUST LITIGATION
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13 For Jury Trial Before:
14 Judge William G. Young

15 SIDEBAR EXCERPT

16
17 United States District Court
18 District of Massachusetts (Boston)
19 One Courthouse Way
20 Boston, Massachusetts 02210
21 Wednesday, November 12, 2014

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23 REPORTER: RICHARD H. ROMANOW, RPR
24 Official Court Reporter
25 United States District Court
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1 (EXCERPT begins.)

2 AT THE SIDEBAR

3 MR. SOBOL: It's simply a small but an important
4 distinction. The last exhibit, Exhibit 138, is a
5 settlement position paper by Ranbaxy. We agree
6 completely that so much of that position paper that
7 asserts positions regarding the merits of the case would
8 be limited. However, there's a portion at the end of
9 the settlement which states Ranbaxy's position vis-vis
10 settlement and that should go in for the truth of the
11 matter asserted because it's a statement of a party
12 opponent regarding what its settlement position was.
13 It's a small distinction, but I think it's important.

14 THE COURT: He's right, isn't it, it's an
15 admission?

16 MS. FOLEY: Yes.

17 MR. BALDRIDGE: Completely confusing though as to
18 what the nuance is between the settlement position.

19 THE COURT: I can't help that. I will so -- just
20 give me the specifics. Just mark it out. And I'll give
21 an appropriate instruction.

22 Again, to sort of save this, if you're going to
23 recall McGuire and I look forward to McGuire being
24 recalled, um, I'm not letting McGuire get into payments
25 from Ranbaxy. The question -- the only question as to

1 Ranbaxy is whether they knew that, um, from their deal
2 with AstraZeneca, AstraZeneca was going to pay for delay
3 as to everyone else? In other words, did they know,
4 when they first settled, that that was -- that
5 AstraZeneca was going to buy out and pay for delay with
6 respect to the others so that the jury could find that
7 Ranbaxy conspired with AstraZeneca and Teva? I'm not
8 interested in payments.

9 MR. SCHMIDTLEIN: And he has no opinion on it.

10 THE COURT: You just won that.

11 MR. SCHMIDTLEIN: Yeah, I know.

12 (Laughter.)

13 Thank you, your Honor.

14 (EXCERPT ends.)

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C E R T I F I C A T E

I, RICHARD H. ROMANOW, OFFICIAL COURT REPORTER,
do hereby certify that the foregoing record is a true
and accurate transcription of my stenographic notes
before Judge William G. Young, of the aforementioned
EXCERPT, on Wednesday, November 12, 2014, to the best of
my skill and ability.

/s/ Richard H. Romanow 11-12-14

RICHARD H. ROMANOW Date